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EPA REGION VIII
HEARING CLERKUNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8IN THE MATTER OF:
Empire Canyon Site
Park City, UtahADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTIONUnited Park City Mines Company,

Respondent.U.S. EPA Region 8
Docket No. CERCLA-08-2002-05Proceeding Under Sections 104, 106(a), 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§
9604, 9606(a), 9607 and 9622**I. JURISDICTION AND GENERAL PROVISIONS**

1. This Administrative Order on Consent (Order) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and United Park City Mines (United Park or Respondent). This Order provides for the performance of a site evaluation and an engineering evaluation/cost analysis (EE/CA) by Respondent at property located within Empire Canyon, south of Park City, Utah, on the eastern edge of the Wasatch Mountains, comprising approximately 1100 acres and forming the headwaters of Silver Creek, a tributary of the Weber River (Empire Canyon Site or the Site). The Site does not include those properties or parcels identified in Exhibit 1, attached hereto.

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended (CERCLA).

3. EPA has notified the State of Utah (the State) of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Order do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Order. Respondent agrees to comply with and be bound by the terms of this Order, including and modifications thereto, and further agrees that it will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter the Respondent's responsibilities under this Order.

6. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this Order and comply with this Order. Respondent shall be responsible for any noncompliance with this Order.

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

(a) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

(b) "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

(c) "Effective Date" shall be the effective date of this Order as provided in Section XXX.

(d) "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

(e) "UDEQ" shall mean the Utah Department of Environmental Quality and any successor departments or agencies of the State.

(f) "Future Response Costs" shall mean all costs not inconsistent with the NCP, including, but not limited to, direct and indirect costs that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, in verifying the Work, or otherwise in implementing, overseeing, or enforcing this Order. Future Response Costs may include, but are not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and costs incurred pursuant to Paragraph 30 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 41 (emergency response), or Paragraph 66 (work takeover).

(g) "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

(h) "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

(i) "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, this Order shall control.

(j) "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

(k) "Parties" shall mean EPA and Respondent.

(l) "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs incurred by the United States before the effective date of this Administrative Order.

(m) "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

(n) "Respondent" shall mean United Park City Mines.

(o) "Section" shall mean a portion of this Order identified by a Roman numeral.

(p) "Site" shall mean the Empire Canyon CERCLIS Site, encompassing approximately 1,100 acres, located on the eastern edge of the Wasatch Mountains where the headwaters of the Silver Creek, a tributary of the Weber River, are formed, south of Park City, Utah and depicted generally on the map attached to the Statement of Work, Exhibit 2 to this

Order. The Site does not, however, include those parcels or properties identified in Exhibit 1, attached hereto.

(q) "State" shall mean the State of Utah.

(r) "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under State law.

(s) "Work" shall mean all activities Respondent is required to perform under this Order.

IV. FINDINGS OF FACT

8. Respondent is the current owner of the Site property.

9. Mining wastes, including tailings and waste rock, are presently located on portions of the Site. Some of these wastes contain elevated concentrations of certain heavy metals including arsenic, cadmium, lead, and zinc.

10. Portions of the Site may be used as a recreation area by day hikers and mountain bikers, skiers, and others.

11. Snow melt and stormwater run-off flowing over mining wastes at the Site may impact surface water which flows down gradient through the Silver Creek watershed.

12. Silver Creek and its tributaries are listed on the State of Utah's 303(d) list of impaired water bodies for non-attainment of zinc and cadmium water quality standards.

13. Much of the Site is currently covered with snow precluding immediate on-site activity and providing a planning period of more than six months.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

14. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

(a) The Empire Canyon Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

(b) Wastes located on portions of the site contain elevated levels of heavy metals including arsenic, cadmium, lead and zinc, "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

(c) The Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

(d) The Respondent, the current owner and operator of the Site, is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(e) The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

(f) An EE/CA, and possibly other non-time critical removal action, is warranted at the Site in accordance with Section 300.415(b) of the NCP for reasons including exposure to nearby human populations and sensitive ecosystems from hazardous substances in soils.

(g) The removal action required by this Order is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. NOTICE AND ORDER

15. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Order, including, but not limited to, all attachments to this Order and all documents incorporated by reference into this Order.

16. By providing a copy of this Consent Order to the State, EPA is notifying the State of Utah that this Consent Order is being issued and that EPA is the lead agency for coordinating, overseeing, and enforcing the response action required by the Consent Order.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

17. All work performed under this Consent Order shall be under the direction and supervision of qualified personnel. The Respondent has notified EPA that it intends to use the following personnel in carrying out such work: Kerry C. Gee and Paul Lammers of United Park, and James Fricke of RMC, 8138 South State Street, Suite 2A, Midvale UT 84047, (801) 225-2626. EPA hereby approves Respondent's use of the foregoing personnel and consultants in performing the work called for herein. In the event that Respondent desires to use different or additional personnel, Respondent shall, in advance of using such personnel, notify EPA in writing of the names, titles, and qualifications of the personnel, including the contractors, subcontractors, consultants and laboratories to be used in carrying out such work. The qualifications of any new or additional persons undertaking the work for Respondent shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. If EPA disapproves in writing of any person(s)' technical

qualifications, Respondent shall notify EPA of the identity and qualifications of the replacement(s) within 30 days of the written notice. If EPA subsequently disapproves of the replacement(s), EPA reserves the right to terminate this Consent Order. Such does not, however, affect Respondent's responsibility to use personnel acceptable to EPA.

18. Respondent hereby designates Kerry Gee as the Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Order. To the extent practicable, the Project Coordinator shall be present on Site or readily available during Site work. EPA hereby approves Respondent's designated Project Coordinator. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondent.

19. EPA has designated Jim Christiansen of the Office of Ecosystems Protection and Remediation, Region 8, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Order or at the direction of the OSC, Respondent shall direct all submissions required by this Order to the OSC at 999 -18th Street, Suite 300, Denver, Colorado 80202.

20. EPA and Respondent shall have the right, subject to Paragraph 20(a), to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA ten (10) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

21. Respondent shall perform an Engineering Evaluation/Cost Analysis (EE/CA) for the Site. This shall generally include the following:

(a) Respondent will compile existing data and information regarding the Site and use this information to prepare an EE/CA in accordance with EPA's "Guidance on Conducting Non-Time Critical Removal Action Under CERCLA (1993)." The EE/CA will include a streamlined risk evaluation for both human health and ecological risk. Respondent can, at its discretion, collect additional data as necessary to support the EE/CA. If additional data is collected, procedures discussed in Paragraph 24 below apply.

(b) The EE/CA will focus on the need and potential methods for (1) isolation of mine waste from surface water contact, (2) reconstruction of surface water drainage to minimize water contact with mining related contamination, minimize erosion, and improve ecological habitat, and (3) isolation of mine waste to reduce unacceptable human exposures. As part of the EE/CA process, Respondent may take reasonable actions that would comprise some or all of a future non-time critical removal action for the Site contemplated by the Action Memorandum described below, subject to EPA oversight as more fully set forth in Sections VIII (Work to be Performed), XIV (Authority of On-Scene Coordinator), and XX (Reservation of Rights by EPA).

(c) Upon completion of the EE/CA, the document will be made available for public review by EPA with support from Respondent. Following the public comment period, EPA, with Respondent's input, will execute an Action Memorandum detailing the scope of removal action, if any, required at the Site.

22. Work Plan. Respondent shall conduct removal activities and submit deliverables as provided by the attached Statement of Work ("SOW"), attached hereto as Exhibit 2 and incorporated by reference. Removal activities that Respondent is required to perform under this Order are identified in the SOW.

23. Health and Safety Plan. Respondent shall implement the Health and Safety Plan (HASP), as further described in the SOW, during the pendency of the removal action.

24. Quality Assurance and Sampling.

(a) All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

(b) Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

(c) Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than 15 days in advance of any sample collection activity, unless shorter notice is agreed to by the OSC. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

25. Post-Removal Site Control. In accordance with the Work Plan schedule, Respondent shall submit a proposal for post-removal site control consistent with Section 300.415(I) of the

NCP and relevant EPA guidance, as appropriate. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

26. Reporting.

(a) Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order as set forth in the SOW, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

(b) Respondent shall submit 2 copies of all plans, reports or other submissions required by this Order, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form or provide additional copies to support public involvement.

(c) Respondent shall, at least thirty (30) days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Order and written notice to EPA of the proposed conveyance, including the name and address of the transferee. Respondent also agrees to require that their successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

27. Final Report. Within ninety (90) days after completion of all Work required by this Order, Respondent shall submit for EPA review and approval a Final Report summarizing the actions taken to comply with this Order. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The Final Report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Order, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The Final Report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

28. Off-Site Shipments.

(a) Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

(i) Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

(ii) The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by this paragraph as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

(b) Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

(c) Respondent may consolidate Waste Materials at sites pre-approved by the OSC.

IX. SITE ACCESS

29. Respondent shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order.

30. Where any action under this Order is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use their best efforts to obtain all necessary access agreements within thirty (30) days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access.

Respondent shall describe in writing their efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs not inconsistent with the NCP and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

31. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

32. Respondent shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work.

33. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

34. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

35. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent.

36. Respondent agrees that no claim of confidentiality shall be made with respect to any data or report generated or collected pursuant to this Consent Order, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

37. Until ten (10) years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

38. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent may assert that certain documents, records and other information (except as provided under paragraph 36 above) are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent.

39. Respondent hereby certifies that, after thorough inquiry and to the best of its knowledge and belief, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State of the filing of suit against it regarding the Site and that Respondent has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

40. In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, and considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal or state environmental or siting laws. Respondent shall identify, subject to EPA approval, potential ARARs.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

41. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his unavailability, the Regional Duty Officer of the Region VIII Emergency Response Branch at (303) 293-1788 (24 hours) of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

42. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

43. The OSC shall be responsible for overseeing Respondent's implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Order, or to direct any other removal action undertaken at the Site. However, any resulting delay of work shall not be counted in determining Respondent's liability for stipulated penalties, subject to Paragraph 57 below. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

44. Payments for Past and Future Response Costs.

(a) Within 45 days after the effective date of this Order, Respondent shall, in consideration for the covenants found in paragraph 63 below, pay to the EPA Hazardous Substance Superfund \$2,097.00.

(b) Respondent shall pay EPA Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment that includes its regionally prepared financial summary, which shall serve as the basis for payment demands. Unless Respondent and EPA agree to some other payment arrangement, Respondent shall make all payments within forty-five (45) days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 46 of this Order.

(c) Respondent shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making payment and EPA Site/Spill ID number 08CP. Respondent shall send the check(s) to:

Regular mail:
 Mellon Bank
 EPA Region VIII
 Attn: Superfund Accounting
 Lockbox 360859
 Pittsburgh, Pennsylvania 15251-6859

Express Mail:
 EPA 360859
 Mellon Client Service Center, Room 670
 500 Ross Street
 Pittsburgh, Pennsylvania 15262-0001

or other such address as EPA may designate in writing or by wire transfer to:

ABA=021030004
 TREAS NYC/CTR/
 BNF=/AC-68011008

Wire transfers must be sent to the Federal Reserve Bank in New York.

(d) At the time of payment, Respondent shall send notice that the payment has been made to:

Sharon Abendschan
 EPA Enforcement Specialist

Empire Canyon Site
U.S. EPA Region VIII
Suite 300 (8ENF-T)
999 18th Street
Denver, CO 80202-2466

45. In the event that the payment for Future Response Costs is not made within forty-five (45) days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. In such event, interest on Future Response Costs shall begin to accrue fifteen (15) days after the date of the bill and shall continue to accrue until the date of payment or other resolution. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

46. Respondent may dispute all or part of a bill for Future Response Costs submitted under this Order, if Respondent alleges that EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 44 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 44(c) above. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within thirty (30) days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

47. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally. Unless otherwise provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order.

48. If Respondent objects to any EPA action taken pursuant to this Order, including billings for Future Response Costs, it shall notify EPA in writing of its objection(s) within thirty (30) days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have thirty (30) days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

49. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Order. If the Parties are unable to reach an agreement within the Negotiation Period, the EPA

Region 8 Director of the Superfund Remedial Response Program, Office of Ecosystem Protection and Remediation will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Order. Respondent's obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section, except that stipulated penalties shall accrue as provided in Paragraph 57 of Section XVIII. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

50. Respondent agrees to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work, or increased cost of performance.

51. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within 48 hours of when Respondent first knew that the event might cause a delay. Within ten (10) days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

52. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not automatically extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the

length of the extension, if any, for performance of any obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

53. Respondent may be liable to EPA, at EPA's discretion, for stipulated penalties in the amounts set forth in Paragraphs 54, 55, and 56 for failure to comply with the requirements of this Order specified below, unless excused under Section XVII (*Force Majeure*) or unless waived pursuant to Paragraph 62 of this Section. "Compliance" by Respondent shall include completion of the activities under this Order or any work plan or other plan approved under this Order identified below in accordance with all applicable requirements of law, this Order and any plans or other documents approved by EPA pursuant to this Order and within the specified time schedules established by and approved under this Order.

54. For the major deliverables identified in the Work Plan, stipulated penalties accrue in the amount of \$250 per day, per violation, for the first seven days of noncompliance; \$500 per day, per violation, for the 8th through 14th day of noncompliance; \$1,000 per day, per violation, for the 15th day through the 30th day; and \$2,000 per day per violation for all violations lasting beyond 30 days.

55. For the interim deliverables identified in the Work Plan, stipulated penalties accrue in the amount of \$250 per day, per violation, for the first week of noncompliance; \$500 per day, per violation, for the 8th through 14th day of noncompliance; \$1,000 per day, per violation, for the 15th day through the 30th day of noncompliance; and \$2,000 per day per violation for all violations lasting beyond 30 days.

56. For the quarterly progress reports, stipulated penalties accrue in the amount of \$250 per day, per violation, for the first week of noncompliance; \$500 per day, per violation, for the 8th through 14th day of noncompliance; \$1,000 per day, per violation, for the 15th day through the 30th day; and \$2,000 per day, per violation, for all violations lasting beyond 30 days.

57. All penalties shall begin to accrue on the day after performance is due (if the date is provided on an EPA approved schedule) or, if not specified, on the day after Respondent is notified, pursuant to the following Paragraph, that complete performance is due or a violation has occurred, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue 1) with respect to a deficient submission or deliverable under Section VIII (Work to be Performed) or in the case of work which has been stopped under the direction of the OSC, until thirty days after the date that EPA notifies Respondent of any particular deficiency and/or authorizes Respondent to resume work; and 2) with respect to a decision by the EPA Region 8 Director of the Superfund Remedial Program level or higher, under Paragraph 49 of Section XVI (Dispute Resolution), until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

58. Following EPA's determination that Respondent has failed to comply with a requirement of this Order, EPA shall give Respondent written notification of the failure and describe the noncompliance. If appropriate, EPA shall also send Respondent a written demand for payment of the penalties.

59. All penalties accruing under this Section shall be due and payable to EPA within fifteen (15) days of Respondent's receipt of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to the address provided in Paragraph 44, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 08CP, the EPA Docket Number _____, and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 44.

60. The payment of penalties shall not alter Respondent's obligation to complete performance of the Work required under this Order.

61. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 58. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order or in the event that EPA properly assumes performance of a portion or all of the Work pursuant to Section XX. If the dispute resolution process is invoked with regard to stipulated penalties, Respondent shall pay disputed penalties into an escrow account while the dispute is pending. In the event EPA prevails in the dispute, Respondents shall promptly turn over such escrow funds to EPA.

62. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XIX. COVENANT NOT TO SUE BY EPA

63. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for

performance of the Work, for recovery of Future Response Costs, and for Past Response Costs other than those set forth in paragraph 44(a). This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Order, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent, its successors and assigns.

XX. RESERVATIONS OF RIGHTS BY EPA

64. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

65. EPA reserves, and this Order is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- (a) claims based on a failure by Respondent to meet a requirement of this Order;
- (b) liability for costs not included within the definition of Past Response Costs or Future Response Costs;
- (c) liability for performance of response action other than the Work, if additional work is found to be necessary;
- (d) criminal liability; and
- (e) liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site.

66. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other

provision of this Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENT

67. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Order, including, but not limited to:

(a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

(b) any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

(c) any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 65 above, but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

68. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXII. OTHER CLAIMS

69. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

70. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

71. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h) or otherwise provided for herein.

XXIII. CONTRIBUTION PROTECTION

72. The Parties agree that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order. The "matters addressed" in this Order are the Work and Future Response Costs. Nothing in this Order precludes the United States or Respondent from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XXIV. INDEMNIFICATION

73. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out reasonable actions pursuant to this Order, except that Respondent does not agree to indemnify the wrongful acts or omissions of the United States for work performed in the event of a Work Takeover as provided Paragraph 66 of Section XX. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Order. Neither Respondent nor any such contractor shall be considered an agent of the United States.

74. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

75. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for

performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

76. At least seven (7) days prior to commencing any on-Site work under this Order, Respondent shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit, naming the United States as an additional insured. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Order, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Order. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. MODIFICATIONS

77. The OSC may make modifications to any plan or schedule or Statement of Work in writing or by oral direction with written followup. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

78. If Respondent seek permission to deviate from any approved work plan or schedule or Statement of Work, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 82.

79. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXVIII. NOTICE OF COMPLETION OF WORK

80. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including, payment of Future Response Costs and record retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Order, EPA will notify Respondent, provide a list

of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Order.

XXIX. SEVERABILITY/INTEGRATION/APPENDICES

81. If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

82. This Order and its appendices constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Order. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Order.

XXX. EFFECTIVE DATE

83. This Order shall be effective upon the day that it is signed by EPA.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Order and to bind the party it represents to this document.

Agreed this 9th day of May, 2002.

United Park City Mines

BY: Mark R. Hall, President DATE: May 9, 2002
(Respondent) Title

AGREED TO AND ORDERED:

U.S. Environmental Protection Agency Region 8


BY:  DATE: 5/13/02
Dale Vodehnal, Director
Superfund Remedial Response Program
Office of Ecosystem Protection and Remediation

Exhibit 1

Parcel C1

A parcel of land located in the South Half of Section 21 and the North Half of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South 88°24'56" West 250.67 feet along section line and North 3980.12 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 41°57'28" West 264.55 feet; thence South 09°32'40" West 57.29 feet; thence South 36°44'26" West 44.30 feet; thence South 39°50'12" East 235.91 feet; thence South 38°56'14" West 186.09 feet; thence South 29°47'06" West 82.97 feet; thence North 37°33'15" West 235.52 feet; thence South 36°02'10" West 96.05 feet; thence North 55°40'50" West 182.09 feet; thence North 62°38'22" West 303.63 feet; thence North 61°44'30" West 207.31 feet; thence North 74°14'12" West 27.81 feet; thence North 13°57'44" East 146.39 feet; thence North 77°24'07" West 162.21 feet; thence North 74°34'40" West 30.08 feet; thence North 00°29'06" East 118.61 feet; thence South 86°07'04" East 102.01 feet; thence South 81°04'17" East 419.72 feet; thence North 25°28'58" East 970.31 feet; thence North 16°53'53" West 594.40 feet; thence North 56°34'49" East 744.58 feet; thence South 85°02'20" East 239.60 feet; thence South 22°25'58" East 215.67 feet; thence South 23°48'28" East 358.05 feet; thence South 21°40'14" West 199.66 feet; thence South 48°58'47" West 130.39 feet; thence South 26°21'30" East 123.88 feet; thence South 89°01'14" West 58.51 feet; thence South 01°33'49" East 201.58 feet; thence North 89°01'44" East 147.52 feet; thence South 29°52'55" East 181.65 feet; thence South 36°55'36" East 503.50 feet; thence South 49°14'11" East 191.44 feet; thence South 65°41'25" East 159.11 feet; thence South 77°47'58" East 132.49 feet; thence South 62°02'06" East 219.65 feet; thence South 46°11'45" East 240.21 feet; thence South 17°09'46" East 51.21 feet; thence South 300.49 feet; thence North 66°23'15" West 126.43 feet; thence North 40°13'59" West 173.65 feet; thence North 74°17'18" West 288.14 feet; thence North 61°24'54" West 194.69 feet; thence North 59°24'44" West 215.66 feet; thence North 77°28'34" West 189.26 feet; thence North 86°52'45" West 57.89 feet; thence North 14°47'01" East 129.66 feet; thence North 69°32'37" West 134.48 feet; thence South 63°16'30" West 80.05 feet; thence South 11°20'57" East 131.38 feet; thence South 75°02'27" West 190.91 feet; thence South 80°22'11" West 289.77 feet; thence South 37°01'40" West 177.45 feet to the point of beginning.

Description contains 65.81 acres, more or less.

LESS AND EXCEPTING THE FOLLOWING:

Parcel D1

Beginning at a point North 88°44'36" East 200.20 feet along section line and North 5602.41 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 00°44'07" West 168.10 feet; thence North 89°33'19" East 116.41 feet; thence South 00°25'35" West 118.43 feet; thence South 11°51'54" West 51.67 feet; thence West 102.74 feet to the point of beginning.

Parcel D2

Beginning at a point South 88°24'56" West 342.12 feet along section line and North 5451.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 05°25'02" East 170.78 feet; thence South 89°26'09" East 112.54 feet; thence South 00°20'51" East 168.80 feet; thence South 89°57'04" West 129.68 feet to the point of beginning.

Parcel P1

Beginning at a point South 88°24'56" West 342.12 feet along section line and North 5451.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°34'46" West 86.43 feet; thence North 02°17'32" West 159.24 feet; thence North 26°52'19" East 70.46 feet; thence North 62°15'34" East 85.46 feet; thence South 00°54'08" East 91.10 feet; thence South 05°25'02" West 170.78 feet to the point of beginning.

Parcel P2

Beginning at a point North 88°44'36" East 65.19 feet along section line and North 4714.32 feet, from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 01°48'39" West 207.48 feet; thence North 86°11'24" East 98.56 feet; thence North 87°30'48" East 100.62 feet; thence South 00°05'01" East 218.73 feet; thence North 88°26'44" West 96.51 feet; thence South 88°41'58" West 96.18 feet to the point of beginning.

Parcel C2

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 1935.81 feet along section line and North 4624.84 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $86^{\circ}45'11''$ East 222.48 feet; thence North $04^{\circ}55'59''$ East 168.62 feet; thence North $80^{\circ}34'48''$ East 154.93 feet; thence South $66^{\circ}56'36''$ East 105.60 feet; thence South $00^{\circ}29'06''$ West 413.51 feet; thence North $79^{\circ}26'20''$ West 120.03 feet; thence North 36.00 feet; thence South $86^{\circ}11'09''$ West 97.72 feet; thence South $79^{\circ}12'57''$ West 64.13 feet; thence North $44^{\circ}20'19''$ West 292.77 feet to the point of beginning.

Description contains 3.02 acres, more or less.

Parcel C3

A parcel of land located in the West Half of Section 28 and the East Half of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South 88°24'56" West 1691.96 feet along section line and North 2157.25 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 88°20'50" West 853.62 feet; thence North 09°33'47" East 132.74 feet; thence North 27°45'41" East 90.32 feet; thence North 63°56'01" West 48.48 feet; thence North 59°10'22" West 84.65 feet; thence North 46°08'20" West 278.66 feet; thence South 89°26'15" West 128.38 feet; thence North 17°50'35" East 139.97 feet; thence South 67°40'20" East 360.46 feet; thence North 20°26'14" East 899.92 feet; thence South 79°38'02" East 81.45 feet; thence North 09°37'10" East 75.66 feet; thence North 13°43'04" East 354.55 feet; thence North 74°40'15" West 96.01 feet; thence North 24°46'47" East 216.32 feet; thence North 73°17'12" West 74.54 feet; thence North 35°45'34" East 166.76 feet; thence North 72°11'16" East 145.47 feet; thence North 37°18'14" East 26.40 feet; thence North 63°57'38" East 121.87 feet; thence South 39°18'56" East 99.48 feet; thence South 50°51'37" East 117.29 feet; thence South 30°57'50" East 139.94 feet; thence North 77°05'07" West 80.54 feet; thence South 01°17'43" West 199.05 feet; thence South 82°53'32" East 85.20 feet; thence South 28°16'22" West 69.33 feet; thence South 33°36'22" West 308.16 feet; thence South 31°55'31" West 246.23 feet; thence South 00°31'06" West 408.27 feet; thence South 18°16'11" East 386.11 feet; thence South 08°13'38" East 474.19 feet to the point of beginning.

Description contains 29.07 acres, more or less.

LESS AND EXCEPTING THE FOLLOWING:

Parcel P5

Beginning at a point South 88°24'56" West 2076.28 feet along section line and North 3152.95 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 87°43'10" West 148.39 feet; thence North 11°09'03" East 197.17 feet; thence South 73°52'34" East 118.25 feet; thence South 70°45'57" East 115.43 feet; thence South 41°11'33" West 170.74 feet to the point of beginning.

Parcel C4

A parcel of land located in the Southwest Quarter of Section 28, the Southeast Quarter of Section 29, the Northeast Quarter of Section 32 and the Northwest Quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point on the northerly end line of the BRYSBON Mining Claim, Lot 540 in the Uintah Mining District and located South 88°24'56" West along section line 1405.07 feet and North 154.29 feet from the South Quarter Corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the northerly end line of the BRYSBON Mining Claim South 41°55'05" East 90.60 feet; thence along the northerly end line of the PEELER Mining Claim, Lot 544 in the Uintah Mining District South 42°12'18" East 199.12 feet; thence along the northerly line of the BOLLIVER Mining Claim, Mineral Survey No. 4618 in the Uintah Mining District South 81°12'01" East 126.46 feet; thence along the northerly end line of the BOLLIVER Mining Claim South 36°28'58" East 100.09 feet; thence along the southerly sideline of the BOLLIVER Mining Claim South 46°33'23" West 568.26 feet; thence along the northerly end line of the HOME STATION Mining Claim, Lot 121 in the Snake Creek Mining District South 36°13'48" East 252.25 feet; thence along northerly end line of the LUCKEY BILL Mining Claim, Lot 57 in the Snake Creek Mining District South 36°31'08" East 376.32 feet; thence along the Summit-Wasatch County Line South 54°41'12" West 202.92 feet; thence along the Summit-Wasatch County Line South 88°54'12" West 344.13 feet; thence along the Summit-Wasatch County Line North 82°53'47" West 1132.70 feet to a county line monument; thence North 66°24'33" East 571.11 feet; thence South 72°58'57" East 201.27 feet; thence North 22°19'53" East 269.34 feet; thence South 89°13'53" West 556.07 feet; thence North 40°36'46" West 653.53 feet; thence North 21°25'30" West 445.03 feet; thence North 50°24'02" East 341.40 feet; thence South 51°56'51" East 407.89 feet; thence North 40°22'26" East 273.99 feet; thence North 10°42'20" East 461.27 feet; thence North 02°06'34" West 784.95 feet; thence North 48°28'45" East 687.79 feet; thence South 13°15'16" West 300.66 feet; thence South 10°37'50" West 2026.49 feet; thence South 27°43'41" East 235.88 feet; thence North 59°22'40" East 379.69 feet; thence North 33°12'17" East 198.33 feet; thence North 53°02'42" East 230.82 feet to the point of beginning.

Description contains 50.27 acres, more or less.

Parcel C5

A parcel of land located in the South Half of Section 28 and the North Half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at corner No. 3 of the UNCLE CHARLES Mining Claim, Lot 448 in the Uintah Mining District and located South 88°24'56" West 8.71 feet along the section line and South 12.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly end line of the UNCLE CHARLES Mining Claim North 42°53'29" West 200.06 feet; thence along the westerly sideline of the UNCLE CHARLES Mining Claim South 47°05'06" West 228.35 feet; thence North 40°58'20" West 77.67 feet; thence North 48°44'44" East 147.18 feet; thence South 75°42'04" West 110.30 feet; thence South 48°44'44" West 172.09 feet to a point on a curve to the right having a radius of 335.00 feet of which the radius point bears North 41°15'16" West; thence along the arc of said curve 185.55 feet through a central angle of 31°44'03"; thence South 80°28'47" West 66.13 feet to a point on a curve to the right having a radius of 10.00 feet of which the radius point bears North 09°31'13" West; thence along the arc of said curve 13.09 feet through a central angle of 74°58'22" to a point on a curve to the left having a radius of 125.01 feet of which the radius point bears South 65°27'09"; thence along the arc of said curve 96.99 feet through a central angle of 44°27'11"; thence North 69°00'03" West 57.89 feet to a point on a curve to the left having a radius of 193.36 feet of which the radius point bears South 20°59'57" West; thence along the arc of said curve 167.79 feet through a central angle of 49°43'13" to a point of reverse curve to the right having a radius of 222.89 feet of which the radius point bears North 28°43'15" West; thence along the arc of said curve 135.91 feet through a central angle of 34°56'12"; thence North 83°47'04" West 48.44 feet to a point on a curve to the left having a radius of 351.23 feet of which the radius point bears South 06°12'56" West; thence along the arc of said curve 72.99 feet through a central angle of 11°54'24" to a point on the northerly end line of the PEELER Mining Claim, Lot 544 in the Uintah Mining District; thence along the northerly end line of the PEELER Mining Claim North 42°12'18" West 113.86 feet; thence along the northerly end line of the BRYSBON Mining Claim, Lot 540 in the Uintah Mining District North 41°55'05" West 90.60 feet; thence North 64°18'58" East 110.76 feet; thence North 74°28'55" East 406.46 feet; thence North 88°33'34" East 450.47 feet; thence North 10°48'54" East 245.43 feet; thence North 40°06'56" East 338.44 feet; thence North 33°54'41" East 222.11 feet; thence North 02°31'44" West 549.12 feet; thence North 02°39'14" West 518.83 feet; thence North 43°40'11" East 113.75 feet; thence North 61°14'42" East 124.74 feet; thence North 83°45'19" East 150.83 feet; thence South 67°09'50" East 93.65 feet; thence South 34°57'27" East 259.63 feet; thence South 53°11'52" East 301.16 feet; thence South 37°04'49" East 64.38 feet; thence South 25°32'19" East 210.51 feet; thence South 50°02'36" East 215.78 feet; thence South 28°26'50" West 328.73 feet; thence South 08°04'55" East 292.97 feet; thence along the westerly sideline of the HARWOOD Mining Claim, Lot 450 in the Uintah Mining District South 47°05'27" West 349.51 feet; thence along the northerly sideline of the PERIOD NO. 5 Mining Claim, Mineral Survey No. 6567 in the Uintah Mining District North 73°51'00" West 85.38 feet; thence along the easterly sideline of the COLUMBIA Mining Claim, Lot 569 in the Uintah Mining District South 36°57'00" West 158.66 feet; thence along the westerly end line of the PERIOD NO. 5 Mining Claim, Mineral Survey No. 6567 in the Uintah Mining District South 16°09'00" West 88.10 feet; thence along the northerly sideline of the HARWOOD Mining Claim,

Lot 450 in the Uintah Mining District South $47^{\circ}05'27''$ West 575.46 feet to the point of beginning.

Description contains 46.40 acres, more or less.

Parcel C6

A parcel of land located in the South Half of Section 28 and the North Half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at corner No. 3 of the UNCLE CHARLES Mining Claim, Lot 448 in the Uintah Mining District and located South $88^{\circ}24'56''$ West 8.71 feet along the section line and South 12.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the northerly end line of the UNCLE CHARLES Mining Claim North $42^{\circ}53'29''$ West 200.06 feet; thence along the westerly sideline of the UNCLE CHARLES Mining Claim South $47^{\circ}05'06''$ West 228.35 feet; thence North $40^{\circ}58'20''$ West 77.67 feet; thence North $48^{\circ}44'44''$ East 147.18 feet; thence South $75^{\circ}42'04''$ West 110.30 feet; thence South $48^{\circ}44'44''$ West 172.09 feet to a point on a curve to the right having a radius of 335.00 feet of which the radius point bears North $41^{\circ}15'16''$ West; thence along the arc of said curve 185.55 feet through a central angle of $31^{\circ}44'03''$; thence South $80^{\circ}28'47''$ West 66.13 feet to a point on a curve to the right having a radius of 10.00 feet of which the radius point bears North $09^{\circ}31'13''$ West; thence along the arc of said curve 13.09 feet through a central angle of $74^{\circ}58'22''$ to a point on a curve to the left having a radius of 125.01 feet of which the radius point bears South $65^{\circ}27'09''$; thence along the arc of said curve 96.99 feet through a central angle of $44^{\circ}27'11''$; thence North $69^{\circ}00'03''$ West 57.89 feet to a point on a curve to the left having a radius of 193.36 feet of which the radius point bears South $20^{\circ}59'57''$ West; thence along the arc of said curve 167.79 feet through a central angle of $49^{\circ}43'13''$ to a point of reverse curve to the right having a radius of 222.89 feet of which the radius point bears North $28^{\circ}43'15''$ West; thence along the arc of said curve 135.91 feet through a central angle of $34^{\circ}56'12''$; thence North $83^{\circ}47'04''$ West 48.44 feet to a point on a curve to the left having a radius of 351.23 feet of which the radius point bears South $06^{\circ}12'56''$ West; thence along the arc of said curve 72.99 feet through a central angle of $11^{\circ}54'24''$ to a point on the northerly end line of the PEELER Mining Claim, Lot 544 in the Uintah Mining District; thence along the northerly end line of the PEELER Mining Claim South $42^{\circ}12'18''$ East 85.26 Feet; thence along the northerly line of the BOLLIVER Mining Claim, Mineral Survey No. 4618 in the Uintah Mining District South $81^{\circ}12'01''$ East 126.46 feet; thence along the northerly end line of the BOLLIVER Mining Claim South $36^{\circ}28'58''$ East 100.09 feet; thence along the southerly side line of the BOLLIVER Mining Claim South $46^{\circ}33'23''$ West 76.33 feet; thence South $41^{\circ}53'42''$ East 615.57 feet; thence North $43^{\circ}29'08''$ East 961.13 feet to the point of beginning.

Description contains 10.33 acres, more or less.

Parcel C7

A parcel of land located in the South Half of Section 28 and the North Half of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at point located North 8844'25" East 85.23 feet along the section line and North 72.78 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point lying on the westerly sideline of the HARWOOD Mining Claim, Lot 450 in the Uintah Mining District; thence South 4121'39" East 170.56 feet; thence North 4830'21" East 257.17 feet; thence South 4241'29" East 178.50 feet; thence North 3814'47" East 143.19 feet; thence North 4426'03" East 119.31 feet; thence North 5040'20" East 134.43 feet; thence North 4659'17" East 104.91 feet; thence North 4615'30" East 110.90 feet; thence North 3818'10" West 165.02 feet; thence North 4637'36" West 170.28 feet to a point on the westerly sideline of the HARWOOD Mining Claim, Lot 450; thence along that sideline South 4705'27" West 141.95 feet; thence North 7351'00" West 85.38 feet along the northerly side line of the PERIOD NO. 5 Mining Claim, Mineral Survey No. 6567; thence along the easterly sideline of the COLUMBIA Mining Claim, Lot 569 in the Uintah Mining District South 36°57'00" West 158.66 feet; thence along the westerly end line of the PERIOD NO. 5 Mining Claim, Mineral Survey No. 6567 in the Uintah Mining District South 16°09'00" West 88.10 feet; thence along the northerly sideline of the HARWOOD Mining Claim, Lot 450 in the Uintah Mining District South 47°05'27" West 447.27 feet to the point of beginning.

Description contains 6.06 acres, more or less.

Parcel D1

A parcel of land located in the Southeast Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point North $88^{\circ}44'36''$ East 200.20 feet along section line and North 5602.41 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $00^{\circ}44'07''$ West 168.10 feet; thence North $89^{\circ}33'19''$ East 116.41 feet; thence South $00^{\circ}25'35''$ West 118.43 feet; thence South $11^{\circ}51'54''$ West 51.67 feet; thence West 102.74 feet to the point of beginning.

Description contains 0.44 acres, more or less.

Parcel D2

A parcel of land located in the Southwest Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 342.12 feet along section line and North 5451.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $05^{\circ}25'02''$ East 170.78 feet; thence South $89^{\circ}26'09''$ East 112.54 feet; thence South $00^{\circ}20'51''$ East 168.80 feet; thence South $89^{\circ}57'04''$ West 129.68 feet to the point of beginning.

Description contains 0.47 acres, more or less.

Parcel D3

A parcel of land located in the Northeast Quarter of Section 28 and the Southeast Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point North $88^{\circ}44'36''$ East 1554.78 feet along section line and North 4012.05 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $46^{\circ}11'45''$ West 240.21 feet; thence North $62^{\circ}02'06''$ West 219.65 feet; thence North $77^{\circ}47'58''$ West 132.49 feet; thence North $65^{\circ}41'25''$ West 159.11 feet; thence North $49^{\circ}14'11''$ West 191.44 feet; thence North $36^{\circ}55'36''$ West 503.50 feet; thence North $29^{\circ}52'55''$ West 181.65 feet; thence South $89^{\circ}01'44''$ West 147.52 feet; thence North $01^{\circ}33'49''$ West 201.58 feet; thence North $89^{\circ}01'14''$ East 58.51 feet; thence North $26^{\circ}21'30''$ West 123.88 feet; thence North $48^{\circ}58'47''$ East 130.39 feet; thence South $25^{\circ}22'35''$ East 454.35 feet; thence South $63^{\circ}42'44''$ East 384.77 feet; thence South $31^{\circ}37'04''$ East 486.22 feet; thence South $47^{\circ}21'59''$ East 308.61 feet; thence South $44^{\circ}06'55''$ East 284.83 feet; thence South $17^{\circ}09'46''$ East 37.55 feet to the point of beginning.

Description contains 7.37 acres, more or less.

Parcel D4

A parcel of land located in the Northeast Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point North $88^{\circ}44'36''$ East 465.08 feet along section line and North 4194.85 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $86^{\circ}52'45''$ West 138.77 feet; thence North $11^{\circ}20'57''$ West 131.38 feet; thence North $63^{\circ}16'30''$ East 80.05 feet; thence South $69^{\circ}32'37''$ East 134.48 feet; thence South $14^{\circ}47'01''$ West 129.66 feet to the point of beginning.

Description contains 0.58 acres, more or less.

Parcel D5

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 250.67 feet along section line and North 3980.12 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $38^{\circ}56'14''$ West 98.25 feet; thence North $39^{\circ}50'12''$ West 235.91 feet; thence North $36^{\circ}44'26''$ East 44.30 feet; thence North $09^{\circ}32'40''$ East 57.29 feet; thence South $41^{\circ}57'28''$ East 264.55 feet to the point of beginning.

Description contains 0.52 acres, more or less.

Parcel D6

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 554.81 feet along section line and North 3548.39 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $49^{\circ}44'57''$ West 35.95 feet; thence North $14^{\circ}58'12''$ West 170.16 feet; thence North $33^{\circ}05'03''$ West 81.61 feet; thence North $36^{\circ}02'10''$ East 96.05 feet; thence South $37^{\circ}33'15''$ East 235.52 feet; thence South $29^{\circ}47'06''$ West 169.33 feet to the point of beginning.

Description contains 0.69 acres, more or less.

Parcel D7

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South 88°24'56" West 1424.06 feet along section line and North 4142.74 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 28°16'22" West 252.06 feet; thence North 82°53'32" West 85.20 feet; thence North 01°17'43" East 199.05 feet; thence South 77°05'07" East 80.54 feet; thence North 30°57'50" West 139.94 feet; thence North 50°51'37" West 117.29 feet; thence North 39°18'56" West 99.48 feet; thence South 63°57'38" West 121.87 feet; thence South 37°18'14" West 26.40 feet; thence South 72°11'16" West 145.47 feet; thence North 28°00'20" West 151.21 feet; thence South 37°10'46" West 444.31 feet; thence South 54°08'01" West 215.92 feet; thence North 25°58'38" East 776.89 feet; thence North 59°54'31" East 564.66 feet; thence South 86°31'59" East 351.13 feet; thence South 02°53'37" East 404.59 feet; thence North 86°07'04" West 102.01 feet; thence North 00°29'06" East 294.91 feet; thence North 66°56'36" West 105.60 feet; thence South 80°34'48" West 154.93 feet; thence South 04°55'59" West 168.62 feet; thence South 86°45'11" West 222.48 feet; thence South 44°20'19" East 292.77 feet; thence North 79°12'57" East 64.13 feet; thence North 86°11'09" East 97.72 feet; thence South 36.00 feet; thence South 79°26'20" East 120.03 feet; thence South 74°34'40" East 30.08 feet; thence South 00°09'09" West 211.05 feet to the point of beginning.

Description contains 9.31 acres, more or less.

Parcel D8

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 2248.44 feet along section line and North 3991.13 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $35^{\circ}45'34''$ East 197.95 feet; thence South $73^{\circ}17'12''$ East 74.54 feet; thence South $24^{\circ}46'47''$ West 216.32 feet; thence North $59^{\circ}18'34''$ West 112.09 feet to the point of beginning.

Description contains 0.44 acres, more or less.

Parcel D9

A parcel of land located in the East Half of Section 29 and the Southwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 2625.03 feet along section line and North 2212.39 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence 102.80 feet along the arc of a curve to the right having a radius of 80.00 feet (chord bears South $18^{\circ}32'11''$ East 94.73 feet); thence 95.00 feet along the arc of a curve to the left having a radius of 360.43 feet (chord bears South $55^{\circ}57'24''$ East 94.73 feet); thence South $79^{\circ}42'31''$ West 122.55 feet; thence North $09^{\circ}16'47''$ West 151.09 feet; thence North $14^{\circ}05'05''$ West 197.40 feet; thence North $89^{\circ}26'15''$ East 128.38 feet; thence South $46^{\circ}08'20''$ East 278.66 feet; thence South $59^{\circ}10'22''$ East 84.65 feet; thence South $63^{\circ}56'01''$ East 48.48 feet; thence South $27^{\circ}45'41''$ West 90.32 feet; thence South $09^{\circ}33'47''$ West 132.74 feet; thence North $86^{\circ}36'17''$ West 79.59 feet to the point of beginning.

Description contains 2.40 acres, more or less.

Parcel D10

A parcel of land located in the Southwest Quarter of Section 28 and the Southeast Quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South 88°24'56" West 2625.03 feet along section line and North 2212.39 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 86°36'17" East 79.59 feet; thence South 40°54'29" East 161.31 feet; thence South 28°40'05" East 163.09 feet; thence South 51°39'22" West 53.96 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning.

Description contains 1.19 acres, more or less.

Parcel P1

A parcel of land located in the Southwest Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 342.12 feet along section line and North 5451.40 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $89^{\circ}34'46''$ West 86.43 feet; thence North $02^{\circ}17'32''$ West 159.24 feet; thence North $26^{\circ}52'19''$ East 70.46 feet; thence North $62^{\circ}15'34''$ East 85.46 feet; thence South $00^{\circ}54'08''$ East 91.10 feet; thence South $05^{\circ}25'02''$ West 170.78 feet to the point of beginning.

Description contains 0.52 acres, more or less.

Parcel P2

A parcel of land located in the Northeast Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point North $88^{\circ}44'36''$ East 65.19 feet along section line and North 4714.32 feet, from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $01^{\circ}48'39''$ West 207.48 feet; thence North $86^{\circ}11'24''$ East 98.56 feet; thence North $87^{\circ}30'48''$ East 100.62 feet; thence South $00^{\circ}05'01''$ East 218.73 feet; thence North $88^{\circ}26'44''$ West 96.51 feet; thence South $88^{\circ}41'58''$ West 96.18 feet to the point of beginning.

Description contains 0.96 acres, more or less.

Parcel P3

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 1424.06 feet along section line and North 4142.74 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $00^{\circ}09'09''$ East 211.05 feet; thence South $77^{\circ}24'07''$ East 162.21 feet; thence South $13^{\circ}57'44''$ West 146.39 feet; thence North $74^{\circ}14'12''$ West 15.77 feet; thence South $85^{\circ}27'32''$ West 49.33 feet; thence South $60^{\circ}08'37''$ West 68.26 feet to the point of beginning.

Description contains 0.54 acres, more or less.

Parcel P4

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South 88°24'56" West 2248.44 feet along section line and North 3991.13 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 59°18'34" East 112.09 feet; thence South 74°40'15" East 96.01 feet; thence South 13°43'04" West 354.55 feet; thence South 09°37'10" West 75.66 feet; thence North 79°38'02" West 81.45 feet; thence North 35°43'21" West 536.94 feet; thence North 54°08'01" East 215.92 feet; thence North 37°10'46" East 444.31 feet; thence South 28°00'20" East 151.21 feet; thence South 35°45'34" West 364.71 feet to the point of beginning.

Description contains 4.73 acres, more or less.

Parcel P5

A parcel of land located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 2076.28 feet along section line and North 3152.95 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $87^{\circ}43'10''$ West 148.39 feet; thence North $11^{\circ}09'03''$ East 197.17 feet; thence South $73^{\circ}52'34''$ East 118.25 feet; thence South $70^{\circ}45'57''$ East 115.43 feet; thence South $41^{\circ}11'33''$ West 170.74 feet to the point of beginning.

Description contains 0.76 acres, more or less.

Parcel P6

A parcel of land located in the Southwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point South $88^{\circ}24'56''$ West 1691.96 feet along section line and North 2157.25 feet from the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $48^{\circ}28'45''$ West 687.79 feet; thence North $47^{\circ}13'14''$ West 268.07 feet; thence North $51^{\circ}39'22''$ East 53.96 feet; thence North $28^{\circ}40'05''$ West 163.09 feet; thence North $40^{\circ}54'29''$ West 161.31 feet; thence South $88^{\circ}20'50''$ East 853.62 feet to the point of beginning.

Description contains 4.73 acres, more or less.

**STATEMENT OF WORK
FOR AN
ENGINEERING EVALUATION/ COST ANALYSIS
FOR THE EMPIRE CANYON CERCLIS SITE
Park City, Utah**

EPA ID No. 0002005981

1.0 INTRODUCTION

The United States Environmental Protection Agency (EPA) has determined that an Engineering Evaluation/Cost Analysis (EE/CA), as scoped in this Statement of Work (SOW) and pursuant to the Administrative Order on Consent for Removal Action (AOC) to which this SOW is attached, will serve as an effective administrative tool to address water quality and potential human health concerns at the Empire Canyon Site (Site), providing the formal regulatory process to achieve formal CERCLIS closure at the Site. Accordingly, this SOW outlines the processes that will be followed by United Park City Mines (UPCM) in completing the EE/CA. Work under this SOW shall be conducted pursuant to EPA Publication 9360.0-32, Guidance on Conducting Non-Time-Critical Removal Actions Under CERCLA (EPA540-R-93-057), except where Best Management Practices, site-specific or construction related items identified in Section 3.0 below dictates otherwise.

The Site comprises an inactive mining and milling area located south of Park City, Utah. Through previous investigation of the Site by UPCM and others, substantial technical information and data regarding the Site already exist. Various areas within the Empire Canyon Site have been identified as containing mine wastes, some of which may contain identifiable contaminants of concern. It is believed that these mine wastes may be related to elevated concentrations of zinc and cadmium in surface water, and lead and arsenic in sediments, both of which been reported at the Site.

This SOW will focus on lead and arsenic exposures to recreational users and future construction workers, as well as zinc and cadmium loading to the surface water.

Accordingly, the focus and objective of all work and response actions under the EE/CA described in this SOW will be to minimize human exposure pathways for on-Site recreational users and construction workers and minimize exposure/contact of surface water with mine wastes (consistent with Best Management Practices).

2.0 SITE DESCRIPTION AND HISTORY

Empire Canyon, which lies within the Silver Creek Watershed, and the Site are depicted in Figure 1, attached hereto. The topography can be characterized as having locally steep walls with areas of gentle relief near where sub-drainages within the canyon converge. There are several mine sites in the area.

The Canyon is gated to restrict vehicle traffic, but hiking and mountain bike riding are activities that are permitted as a regular practice, however these activities are generally confined to designated trails. Several trails parallel the bottom of the Canyon and at times cross mine rock piles. In the winter, the heavy snows provide for ski related recreation. Much of the area is part of the Deer Valley ski resort, which allows skiers access during the winter months, but during that time the site is effectively capped with several feet of snow.

At the request of DERR, EPA listed the Site on the Comprehensive, Environmental, Response, Compensation and Liability Information System (CERCLIS) in March of 1997.

3.0 RESPONSE ACTION OBJECTIVES

Consistent with existing knowledge and data and subject to Federal and State Applicable or Relevant and Appropriate Requirements (ARARs), two Response Action Objectives (RAOs) have been established for the Site:

- Isolation of surface water from mine wastes in the Empire Canyon, consistent with Best Management Practices; and
- Minimizing the potential for human exposure to elevated lead and arsenic concentrations on recreational trails.

To accomplish the first of these objectives, segments of stream channel will be reconstructed and restored with the intent of removing contaminated materials that may be loading any surface water with contaminants of concern. Work completed by United Park and DERR has documented that surface water in this area enters the ground only to resurface at a point downstream and, as such, is a contributor to contamination in the surface water flows. The stream will be reconstructed in such a manner that will promote the establishment of a surface water flow rather than the infiltration of water into the ground.

The second objective will be accomplished by isolating materials on certain trails from human contact by covering these trails with clean materials, consistent with the Development Agreement between UPCM and Park City Municipal Corporation.

These preliminary objectives may be modified during implementation of the EE/CA based on the incorporation of ESI soils and any additional data gathered pursuant to the EE/CA into a risk assessment.

4.0 HYDROLOGIC EVALUATION

As part of the EE/CA, a technical memorandum will be developed to summarize results and report conclusions. Characterization of the shallow groundwater will be conducted through the spring and seep monitoring and in surface water monitoring.

4.1 Surface Water

A significant amount of surface water sampling has been conducted at this site. Additional sampling, if required, will focus on filling in data gaps identified during development of the EE/CA. Sample collection and analyses will be conducted according to procedures outlined in the Sample and Analyses Plan (SAP).

Additional sampling, if required, will be coordinated to coincide with the snow melt and resulting water flows in Empire Canyon. Likely additional sampling includes water quality and quantity samples from flume locations and opportunity samples from the area around the Daly West mine dump.

As part of the construction of the Deer Valley Day Lodge, stormwater controls were installed in this area in Empire Canyon after the ESI sampling was conducted in 2001. The EE/CA Site Characterization will evaluate the efficacy of these stormwater controls when the water is flowing. This will likely occur in May-June of 2002.

Samples of the turned out and overflow water from Judge Tunnel will also be collected and analyzed for metals and other parameters listed in the SAP. This will be done to assess the impact of this flow on the lower stream segment of Empire Canyon. Figure 1 shows the location of the tunnel portal and public drinking water storage tank.

4.2 Springs and Seeps

There are several springs and seeps that may occur during the spring and early summer snowmelt season in the Empire Canyon drainage. These springs and seeps do not always produce water, however. Flow is dependent on the depth of snow pack and ambient air temperatures during the snowmelt season. The springs and seeps will be inventoried and water quality and water quantity measurements collected if possible. Water sample collection and analyses will follow procedures outlined in the SAP.

5.0 SOIL INVESTIGATION

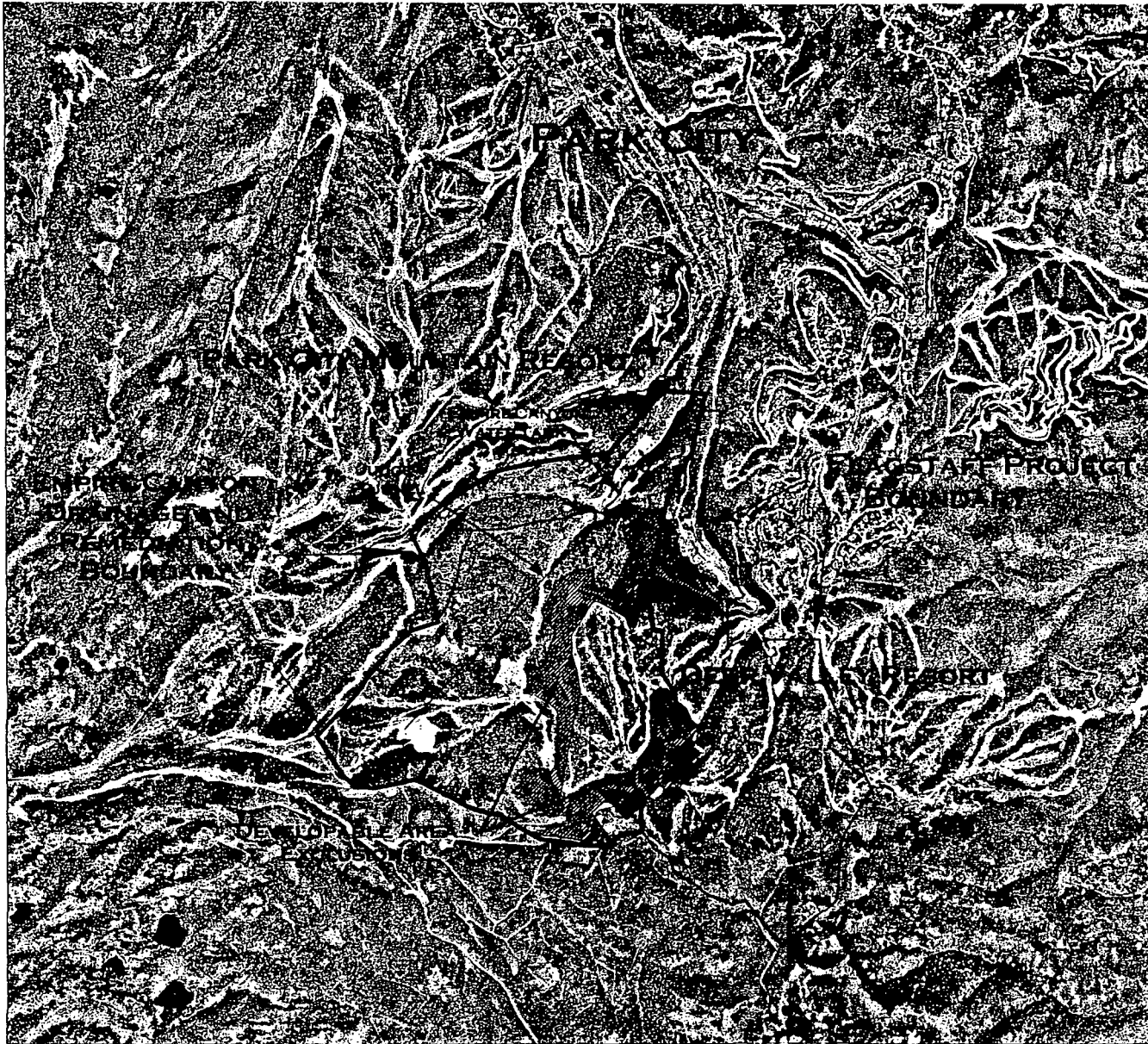
As part of the EE/CA process, a Technical Memorandum summarizing available soil data will be prepared. The memorandum will present an evaluation of the data and determine if additional data are required. Sufficient existing data is believed to be available to characterize the Site under a recreational land use scenario; additional data may be required, however, to remedy data gaps identified by the risk assessment. Additionally, more soil data may be required during development of potential remedial measures. All soil data will be collected and analyzed according to procedures outlined in the SAP.

6.0 DELIVERABLES

The following deliverables will be prepared.

- I. Sampling and Analysis Plan. The SAP will be prepared and submitted to EPA 30 days after approval of the AOC.

2. Health and Safety Plan. The HSP will be prepared and submitted to EPA 30 days after approval of the AOC.
3. Monthly Progress Reports. Progress reports will be initiated 30 days following the first sample collection event and will continue monthly thereafter. Progress reports will be submitted to EPA on the 10th day of the month (or the next business day if the 10th day falls on a weekend or holiday) and will summarize the previous months activities, provide available data and discuss the next month activities.
4. Data Validation Reports. Data validation summaries will be prepared as separate submittals and identify qualified data as a result of the validation process.
5. Site Characterization Report. This report will be prepared following completion of site characterization activities. The report will present all data and information obtained during the characterization study. The report will describe the investigation and present study results using appropriate maps, graphs, and tabulations.
6. Streamlined Risk Evaluation Report. The risk evaluation report will be A separate submittal, but will be attached to the Site Characterization Report as an attachment or Appendix when completed.
7. Treatability Literature Survey Technical Memorandum (if necessary). This memorandum will summarize the literature survey results and present recommendations for whether or not site specific treatability studies should be performed.
8. Treatability Work Plan, SAP and HSP (if necessary). If a decision to conduct site specific treatability testing is made, these documents would be prepared as guides to conduct the studies.
9. Treatability Evaluation Report (if necessary). If treatability studies are conducted, the Treatability Evaluation Report would present methodologies used, and summarize and evaluate results. The report would be incorporated into the EE/CA Report as a support document appendix.
10. EE/CA Report. This report would list all developed site specific alternatives and discuss the relative merits of various action options. The report will include descriptions of the evaluation processes, evaluation results, and present site action recommendations.



NORTH

UNITED PARK CITY
MINES COMPANY

EMPIRE CANYON
REMEDIAL ACTION PROJECT

FIGURE 1

NOT TO SCALE